

1896-031 Chancery Causes: Gdn. of Lucinda C. Chandler & by vs. Morison Green &  
Lee Co. Mary E. Johnson & vs. Morison Green &

Ferguson, Hagan, Pridemore, & Miller, Hurst, Shelborne, Orr,  
Slagle, Worley, Hagan & Pridemore], Shelburne, Hurst & Shelburne],  
Daugherty, & L. Bourne

-Deed

CA-Debt  
T-Property

To The Hon Jno A Kelly Judge  
of the Circuit court of Lee County

Humblly complaining sheweth  
unto your honor your orator Henry  
T Ferguson Guardian of Lucinda  
L Chandler, Thomas J Chandler  
and Fannie Chandler, That  
heretofore, on the 15<sup>th</sup> day of March  
1873 Morison Green executed to  
James Worley a note under seal  
by which he promised to pay said  
Worley by the 18<sup>th</sup> day of January  
1875 the sum of One hundred dollars,  
this note still unpaid was on the  
10<sup>th</sup> day of March 1876 assigned  
by said Worley to James Chandler  
for value received; since that  
time James Chandler has departed  
this life, and Mary Chandler and  
John A. Chandler have qualified  
as his Administratrix & Administrator  
and have transferred the said  
note still unpaid to your orator  
as guardian &c as aforesaid

and your orator alleges that the  
said Minson Green did not pay  
the said note or any part  
thereof to James Worley before  
the same was transferred to  
James Chandler, that he did  
not pay the said note or any  
part thereof to the said James  
Chandler before his death or  
to his said Administrator and  
Administrator since his death  
neither has he paid the said  
note or any part thereof to your  
orator since the same was  
<sup>the said note is filed as part hereof marked "3"</sup>  
transferred to him. ~~a copy~~

Your orator further alleges that  
the said Minson Green is not  
a resident of the State of Virginia  
but that he is the owner of valuable  
real estate situated in this state  
and in the county of Lee viz:  
He owns a tract of land containing  
seventy acres situated on Powell  
River a particular description

of which will appear in the deed for the same from Andrew Milbourne & wife to said Green a copy of which is filed as part of this bill marked "Exhibit A". Also another tract of land situated in Lee County on Powell River conveyed to said Morison Green by James Green and Mary his wife subject to certain charges all of which will fully appear from a copy of the said deed filed as part hereof marked "Exhibit B".

Your orator further represents that the said lands are subject to the following charges & liens to wit: a deed of trust executed by Morison Green & Mary E. Green to David Miller trustee to secure the payment of the sum of Fifty dollars to Hagan & Pridemore and to secure James Green and Vance Green sureties for Morison

Green in a bail bond in the penalty of three hundred dollars executed to secure the <sup>appearance</sup> ~~payment~~ of the said Morison Green to answer an indictment for felony: a deed of trust executed by Morison Green to W<sup>m</sup> A. Orr to secure the payment of One hundred and forty four dollars to Hurst and Shelburne; a deed of trust executed by Morison Green to A. L. Pridemore trustee to secure the payment of One hundred and one dollars and Eighty two cents to Francis Slagle, Copies of the said deeds of trust are respectively filed as part herof marked "C D & E".

Your orator charges that he has the right to have the said Tracts of land attached and sold and the balance after payment of the sums justly due and chargeable under the deeds of trust

applied to the payment of his  
debt and he further charges  
that should the said land upon  
a sale fail to realize a suffi-  
cient sum to pay the prior  
liens and his debt, that then,  
in that event, he is entitled,  
to have a decree against the  
said Mary Chandler and John-  
A Chandler administrators and  
administrators of James Chandler  
Dec<sup>d</sup> and against James Worley  
(who are assignees of the said  
note), for the amount of his  
debt interest and costs, by  
reason of their liability on account  
of said assignment

The premises considered the  
prayer of your orator is that  
James Green, <sup>Mary Green his wife</sup> Vance Green  
Patrick Hagan and Auburn  
L Pridmore lawyers & partners  
practicing under the firm name  
and style of Hagan & Pridmore

David Miller trustee, William  
S Hurst and Lucius Shelburne  
merchants and partners trading  
under the firm name and style  
of Hurst and Shelburne, W<sup>m</sup> A.  
Orr trustee, Francis Slagle  
A. L. Pridemore trustee, Mary  
Chandler and John A Chandler  
administratrix and administrator  
of James Chandler Dec<sup>d</sup> James  
Worley and Monson Green, be  
made parties defendant hereto  
and answer the allegations hereof  
on oath, That the said two tracts  
of lands be attached to satisfy  
your orators debt, that an account  
be directed by your honor if  
deemed necessary to ascertain  
the sums due and chargeable  
upon said lands by virtue  
of the said deeds of trust, that  
the said lands be sold and the  
balance after payment of amounts  
due upon the deeds of trust applied

to the payment of your orators  
debt, that should the said  
lands when sold fail to pay  
the prior liens and your orators  
doubt that your honor grant  
him a decree over against  
James Worley and, Mary  
Chandler and John A Chandler  
Administratrix and administrator  
of James Chandler deceased  
for any amount of the said  
note, that the land fails to pay  
and if mistaken in this his  
special prayer, he prays for  
such other further and general  
relief as may be suited to the  
merits of his cause,  
May the Commonwealth writ of *sp. ass.*  
Ayers & Morgan  
P. 93

1893. Contd to July 1893.

Wm. H. C. filed, & expects on all  
the debts except <sup>all</sup> John A. & Mary  
Cous. & Decree nisi.  
O. P. vs Morrison. Green  
died. B. & C. & D. P. & M.  
Sept. 1844. & Decree nisi.  
Decree nisi. & set for  
hearing by Pitt.

Aug. Account & Cont'd.

82 Four continued

1883 Mr. Deere & Co. Ltd.

1. Sig. Order Contd.

Novatieret Cant.

Mr. George F. Powell

Aug. 2. 1865. 20. 1865

at Tenthredin near

1888 Contd this year

1889 11 11

870 11 11 11

10 : 1

J

\$100<sup>00</sup>

By the 18<sup>th</sup> day  
promise to pay Dan  
dollar for value  
hand and seal

of January 1875 I  
Worley one hundred  
and virtue of my  
March 15<sup>th</sup> 1873

Morrison Green Seal

Mary Chandler

John A. Chandler

Warrison  
to Note!

\$100000

March. The 10<sup>th</sup> 1876  
I signed <sup>the</sup> within note  
for value reserved  
To James Chandler  
James Worley

To the Honorable John A. Kelly Judge of the  
Circuit Court of Lee County Virginia

Humbly complaining your orators and  
oratrixes Mary E. Johnson Morgan Green  
Charles Green Wright Green and James Green  
heirs at law of Martha Green deceased and infants  
under the age of 21 years - who sue by Geo. S.  
Worley their next friend would respectfully rep-  
resent and shew to your honor that one Henry  
T. Ferguson. has instituted a suit in Chancery  
in your Honor's Court against one Morison  
Green and others, the object of which is to collect  
a certain note for the sum of one hundred  
dollars with its interest which note as he alleges  
was executed by the said Morison Green to  
James Worley and by the said Worley sold and  
assigned to James Chandler and transferred  
by said Chandler's personal representatives  
to the said H. T. Ferguson, Guardian &c.  
and to do which he prays. That certain lands  
which he alleges belong to said Green be attach-  
ed and sold and that after certain trust  
deeds on said land are paid That the balance  
of the proceeds arising from the sale of said  
lands be applied to the payment of said  
note &c.

Among the lands thus attached and sought  
to be sold is a tract of land containing 70.

acres situated in Lee County, and correctly described in a deed made by Andrew Melborne to the said Morison Green a copy of which is filed by Plaintiff with his bill as Exhibit (A) Your orators and oratrices will now show your Honor that said Tract of land does <sup>all</sup> not belong to the said Morison Green. but that much the larger part of it is the property of your orators and oratrices. It is true that said Tract of land was conveyed to said Green by Andrew Melborne in whom at the time of said conveyance the legal title and hereby the legal title was vested. Your orators and oratrices will now show your Honor how and in they claim said land. The said Morison Green intermarried with one Martha Johnson widow of Isaac Johnson, the said Martha was a daughter of ~~our~~ Rhoda Worley, wife of James Worley. The said Rhoda Worley was the owner in her own right of valuable lands situated in said County conveyed to her by her father and her brother and also the owner by descent of an undivided interest in the real estate of her brother Noah Daugherty, dec'd. She determined to sell the lands and by and with her husband and with his consent did sell them, with the direct and positive understanding that the proceeds of said sales thus made were to

be invested in other lands which were to be her-  
held exactly by her in the same way as to title and  
interest as the lands sold by her had been.

In pursuance of this agreement and under-  
standing the said Rhoda Worley and her hus-  
band purchased other lands lying on  
Powell's river and among other lands thus  
purchased by them was a Tract purchased  
from Geo B Milbourne which is the Tract  
of land mentioned in the Plaintiff's bill  
and described in Exhibit (A). The said  
Geo B Milbourne was the equitable owner  
of this land while the legal title was in An-  
drew Milbourne. After the purchase  
money for said land had been fully paid  
the said Rhoda, desiring to advance her said  
Daughter Martha Green. (She the said Martha  
being a child by a former marriage) by and  
with the consent of her husband the said  
James Worley, gave said 70 acre Tract of land  
to the said Martha and settled her and her  
husband on said land, to this arrangement  
however was annexed a condition to wit that  
the said Morris Green husband of the said  
Martha should pay back to James Worley  
\$200.<sup>00</sup> This the said Morris agreed to do and  
executed two notes for one hundred dollars  
each to the said Worley, one of which notes

he paid and the other is the note sued on by  
the Deft. And as your orators and oratrices  
are informed, This advancement was made  
to the said Martha and accepted by her as &  
for her entire interest both present and pro-  
spective in the estate of her Mother the said  
Rhoda Worley. And petitioners further are  
that a part of this agreement was that said  
land should be conveyed to the said Morison  
Grun - and to her children your orators and  
oratrices. And your orators and oratrices  
further are. That, their mother in her lifetime  
never knew but what said land was conveyed  
to her. and they further are that the said  
Rhoda Worley, the equitable owner of said land  
directed that then due for said land should  
be made to the said Martha and her children  
and that she never gave any other directions  
and they further are that the said Rhoda never  
knew that the land had not been so conveyed  
until after or about the time of the institution  
of this suit, and they further are that if the  
said James Worley ever gave direction for  
said due to be made to the said Morison Grun  
that he transcended his authority, and they  
further are that if he gave any such direction  
at all that he was mistaken in the effect of  
his direction, fully intending to have said

land seemed to the said Martha and her children and not to the said Morison Green. They further aver that said deed was made and executed by the said Milbourne, without the knowledge and consent of either the said Morison Green Martha Green Rhoda Worley or James Worley and that it never was accepted either by the said Martha Rhoda or James, and that if ever accepted by the said Morison, (which they doubt) it was only accepted by him as trustee for his wife and her children—.

Your Orators and oratrices allege that the said Milbourne made a mistake in conveying said land to the said Morison Green instead of his wife Martha Green.

Your Orators and oratrices will now show your Honor that their mother Martha Green departed this life intestate on the day of July 1875 leaving them as her heirs at law that said lands or their mother's interest therein descended or should descend to them Thus will further show your Honor that they are infants ranging in age from 8 to 18 years that they have no other estate upon which to depend for a support, and that if this land is taken from them they will for hope even be left to the mercies of a cold hearted world because if their father still continues

to travel the downward road, which drove him  
from this state. They can expect no help from  
him. Your Orators and Oratrices admit  
that said Morison Green paid and bound  
himself to pay two hundred dollars to words  
said land, and that to that extent his  
Creditors have a right to subject it to the pay-  
ment of his debts, but they allege that the  
balance of said tract is theirs that the deed  
conveying it to Morison Green was either  
procured by him through fraud or made  
by said Milbourne through mistake and  
either event they are advised they have a right  
to have it corrected and the land or balance  
of it after deducting the \$200, conveyed to  
them. And they further allege that the said  
Morison Green has other lands in said County,  
which if sold and the proceeds added to the \$200  
interest he has in this Tract will pay his debts.  
The object of this bill therefore is to have said  
deed from Andrew Milbourne to Morison Green  
set aside (if necessary) the land or \$500 worth  
of it that being their interest in said Tract, the  
whole being valued at \$700, set aside to them  
and for such other further and general relief  
as this case merits at the hands of a court  
of equity and good conscience to this end  
they make Morison Green Henry T Ferguson

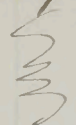
Patrick Hayes A L Pridmore David Miller  
Trustee Wm S Hurst Lucius Shelburne Wm A Orr  
Trustee Francis Slaye. James Worley  
Rhoda Worley and Andrew Mitbourn  
parties defendant to this cross bill

That they each be required to answer to  
several allegations on oath and that  
upon a final hearing the relief above  
prayed for together with such other  
relief as their case merits be granted  
to them and as we duty they will ever  
pray &c - May Spou is an &c.

Duncan for

Complainant.

Martin Johnson et al by

vs  Cross bill.

Morison Green et al

To the Honorable John Kelly, Judge of the Circuit Court of Lee County Va.

Humbly complaining your petitioners  
Mory E Johnson, Margaret Green, Charles Green  
Wright Green, and James Green, who petition  
and sue by George S Worley their next friend  
would respectfully show to your Honor that  
One Henry T. Ferguson has filed his bill in this  
Honorable Court against Morison Green & others  
the object of which is to collect a certain debt  
of one hundred dollars, evidenced by a note  
Executed by said Green to James Worley and  
assigned by said Worley to James Chandler  
and then transferred by the said Chandler  
personal representatives to the said Ferguson.  
guardian to, to do which he asks that  
certain lands which he alleges belong to said  
Green be attached and sold (after the enforcement  
of certain deeds of trust) and the proceeds  
applied to the payment of his debt &c. and  
among other tracts of land which they allege  
belong to said Green and which he asks  
to be attached is a tract of land containing  
70 acres and correctly described in a deed made  
by Andrew Milbourn a copy of which deed  
the Plaintiff files with his bill as Exhibit (A).  
Your petitioners will now show to your Honor  
that this tract of land is not the property of

of the said Morison Green although it is  
conveyed to him by Andrew Milbourn.  
But it is the property of these petitioners  
and Pelthams will now shew your Honor  
how and in what manner it is theirs. The said  
Morrison Green intermarried with one Martha  
Johnsson widow of Isaac Johnsson. The said  
Martha was a daughter of Rhoda Worley wife of  
James Worley. The said Rhoda Worley was the  
owner in her own right of a valuable Tract  
of land conveyed to her by her father and her  
Brother and also the owner of an undivided  
share or interest in the real and personal  
estate of her brother Noah Deaghtery dec'd. She  
and her husband James Worley agreed to sell  
and did sell these lands and the said Rhoda  
contracted for other lands lying on Powello  
River. and among other lands thus purchased  
she purchased from Geo Milbourn the Tract  
of land mentioned in the Plaintiffs bill as  
Exhibit A. The title to this land was in Andrew  
Milbourn. After the purchase money was fully  
paid, the said Rhoda Worley being desirous of  
helping and assisting her daughter, who was  
a daughter of the said Rhoda by a former mar-  
riage, agreed to give this land to the said  
Martha Green. The mother of these petitioners  
or and for her interest in the property of

her the said Rhoda Worley, and petitioners  
will further shew your Honor That the said  
Rhoda Worley directed her husband James  
Worley to go to Mr And Melbourne in whom  
the title to said land was vested as agent  
and bore him to convey said land to the said  
Mortua Green and her heirs and not to the  
said Morrison Green. but instead of having  
said land conveyed to the said Mortua as  
directed the said <sup>Melbourne</sup> ~~Worley~~ thinking it all amounted  
to the same thing ~~had said Melbourne~~ to convey  
said land to said Morrison Green instead of  
Mortua Green. Your petitioners will further  
show your Honor that, ~~that~~ <sup>that</sup> Mortua the said  
Mortua Green departed this life on the day of  
July 1875 leaving your petitioners her only  
heirs to whom said lands descended, or  
should properly descend. Your petitioners  
are all infants ranging in age from 16 years  
down to 7 years. They have no other estate upon  
which to depend for support and if this  
land is taken from them they may soon  
become objects of Charity, because if this  
father continues to pursue the downward  
course he is now travelling they cannot  
long hope for any help from him.  
Your petitioners allege that this Tract of  
land is this. That the deed conveying to said

Morrison Green was either procured by him  
thru fraud or made by said Milbourne thru  
mistake and in either event they are advised  
they have a perfect right to have the same  
corrected and the land conveyed to them as  
their Grand Mother intended it should be  
they therefore pray that the Court may be  
compelled to amend his bill making these  
petitioners parties that they may come in  
and have their rights and interests in said  
land litigated by the Court and they further  
pray that said Deed from Andrew Milbourn  
to Morrison Green be set aside and the land  
conveyed to them as it was intended it should  
be. And they pray for General relief.

Wm E Johnson for  
Petitioners

Virginia Lu County To wit.

This day, G. S. Worley, personally appeared  
before me F. R. Stackley Deputy Clerk of Wm Co Clerk  
of Lu County and made oath that the facts stated in  
this answer are true as he truly believes. Given  
under my hand this 21st day of August 1880.

F. R. Stackley D. C.

Wm E Johnson et al vs

vs Milbourn

Wm E Johnson

To the Hon. John A. Kelly, Judge of the Circuit  
Court of Lee County:

The separate answers  
and demurrer of Wm. A. Orr, trustee &c to  
a bill in Chancery exhibited in this  
honorable court by Henry T. Ferguson  
Guardian &c against this defendant  
and others.

This defendant says that the  
complaint bill is not sufficient in law  
because of duplicity. This respondent  
relying upon the foregoing demurrer  
further answers in case any further  
answer is necessary that it is true  
that Morrison Brown did on the 22<sup>nd</sup>  
day of Dec. 1879 execute to your respon-  
dent a deed of trust for the benefit  
of "Henrich & Shulbourn" and the same was  
recorded in the Clerk's Office of Lee  
County on the said day and date, and  
is the oldest lien against the land  
named in the plaintiffs bill.

Respondent further states that said deed  
of trust was not due until the 1<sup>st</sup> day  
of July, 1880, and that it was his full  
intention to execute said deed of trust  
so soon as due and would have  
proceeded before this to do so but

for the institution of this suit.  
Your respondent will further state  
that he has no objections to the sale  
being made under the control  
of this honorable Court, but that  
he will insist on the Court appointing  
him to make the sale he being  
trustee of the deed of trust which  
is the oldest and first lien against  
said land. This respondent  
having now answered as fully as is  
deemed necessary to answer he prays  
to be once dismissed with his costs  
Wm. A. Orr, Trustee

Sworn to before me, July 7th 1880  
James W. Orr, Clerk.

Wm A. Orr, Trustee.

and J. C. Cramer

Morris Green et al

Filed. 1887-

J. A. Hyatt  
Clerk

Henry T. Ferguson

vs

Peoff

Merrison Loren tal

Defts }

No action having been taken in this cause for  
more than 7 years, but to continue the same, It is  
therefore ordered that the said cause be retired from  
the docket with leave to reinstate the same for good cause.

Henry J. Fugueson

20 { Order

~~Merison Green tal~~

O.P.P. 346

Enter this

March 6 1896

M. L. M.

Henry J. Ferguson

vs

Merison Green sul

Plff

Defts

In Chy

This cause came on further to be heard on the papers heretofore read in the cause and Receiver Morgans 7 the report dated March the 1- and filed in the cause Augt 1 7888 showing the renting of the land in the bill mentioned from Jan'y 1- 1888 to Jan'y 1 7889 and was argued by counsel and said report being unaccepted to. On consideration of all which It is adjudged ordered and decreed that said report of renting be and the same is confirmed & the cause is continued.

Henry J. Ferguson

vs } Decm 10/0 - Confms  
      } Report No 7

Merison General

Entered O & S  
page 148.

J. A. S. Hyatt & Co

Enter this  
Sep 4 1888  
H. S. K. M.

Henry J. Ferguson      Peff  
vs.                              } Dr. Chy  
Morison Green & Co      Defts }

This cause came on further to be heard as the papers heretofore read therein and the report of Receiver Morgan dated Jan 1<sup>st</sup> 1887 and filed in the cause July 1<sup>st</sup> 1887 showing the renting out of the land in the bill mentioned from July 1<sup>st</sup> 1887 to Jan 1<sup>st</sup> 1888 for the sum of \$50.00 and was argued by counsel and said report being unaccepted to. On consideration of all which it is adjudged ordered and decreed that said report be confirmed and said receiver will again rent out said land for the year 1888 as heretofore and the cause is continued

Henry J. Ferguson

20 } Dec 109

Maison Gravel

Entered Page 41.

Book No 3

Aug. 30 1887.

J. B. S. Hyatt & Co.

Enter this

H. C. K. M.

Aug 30 1887

Henry J. Ferguson

vs.

Morison Green & al

Plff.

Defts.

In Chy

This cause came on again to be heard on the papers formerly read in the cause, and report of circuit Morgan P.S. dated Jan 1<sup>st</sup> 1886, and filed in the cause March 8 1886, and was argued by counsel, and the said report being unaccepted to. On consideration thereof it is adjudged ordered and decreed that said report be and the same is hereby confirmed & the cause is continued

Henry T. Ferguson

27 { Dec 188

Morison Gammal

Entered Page 487.

J. R. Gibson & Co.

Enter this

Mar 24/886.

J. A. K.

\* And the report of W. A. Orr Special Comr. filed in the case  
 Oct 9-1884 showing the disbursements arising from the land  
 sold in the cause, and the execution of a deed by said  
 Orr as Comr. to John Hall the purchaser.

Henry J. Ferguson      Pelf  
 vs.      } In Chy.  
 Marion Green and      D<sup>4</sup>ts.

This cause came on further to be heard this day in  
 the papers heretofore read in the cause and the report of  
 receiver Morgan dated Feb 17-1885 filed in the cause Feb 18  
 1885, showing the extent of the tract of land therein referred to  
 from the date thereof until Jan 1-1886\* and was argued  
 by counsel, and the said reports being unaccepted to on  
 consideration of all which It is adjudged ordered &  
 Decreed that said reports be confirmed & the cause is continued.

Henry J. Ferguson

as { Deed No. 7.

Merion Gruntal

Confirming Deed No. 7.

March Term 1885.

J. A. Hyatt C. C.

Entered

March 25/85

J. A. H.

Henry J. Ferguson

vs.

Morison Green & others

Deft

Defts

In Chancery

The account heretofore ordered in the cause not having yet been filed on motion of the plaintiff It is ordered that receiver Morgan again rent out the tract of land for one year heretofore leased by him taking bond with approved security for the leased price payable to himself as such receiver with interest from day of leasing and payable 12 months from date. said receiver may either lease said lands publicly to the highest bidder, or privately as he may deem best. He will report his action to the court and the cause is continued

Henry J. Ferguson

25 } Decm 186

Morris Green tal

Entered page 399

J. A. Hyatt CC

Entered  
aug. 25 1884

J. A. Hyatt

Henry I. Ferguson

vs.

Marion Green et al

Plff

Defts

In Reply

This cause came on again to be further heard upon the papers heretofore read in the cause, and the report of Receiver Morgan filed in the cause Nov 18 1883 and was argued by counsel, On consideration thereof, and it appearing that said report is not accepted to. It is adjudged ordered and decreed that said report be and the same is confirmed And the court not being called on further to act in the cause at the present, the same is certified,

Henry I. Ferguson

25 } Dec. No. 5

Morison Gasson & al

Entered Page 355.

J. A. Hyatt  
Clerk

Enter this

L. A. K.

~~Dec~~ 1/83

Chd 132

H. J. Ferguson

vs.

Monson Green & al.

Plff.

Defts

} In Chancery

This cause came on again further to be heard this day on the papers formerly read in the cause and the report of H. A. Orr, commissioner showing the sale of the land heretofore decreed to be sold in the cause, filed in the cause Jan 19<sup>th</sup> 1883. The report of Receiver Morgan filed in the cause March the 1<sup>st</sup> 1883 showing the leasing of the land from Jan 1<sup>st</sup> 1883 until Jan 1<sup>st</sup> 1884. And the further report of Receiver Morgan filed in the cause March the 10<sup>th</sup> 1883 showing the collection of \$75.00 of rent money and asking for the direction of the court, as to the disposition to be made thereof, and was argued by counsel. And said three reports being unaccepted to. On consideration thereof it is adjudged Ordered and decreed that said three reports be and are hereby confirmed. But the court not being advised as to whose lien has priority of payments it declines for the present to direct to whom said \$75.00 shall be paid, but directs said receiver to loan out the same taking bond & security therefor, until such time as Com<sup>r</sup> Jas H. Orr shall show by his report who is entitled to be first paid, and he is directed to make the enquiries heretofore referred to him, before the next term until ~~which time~~ which time the cause is set.

H. J. Ferguson

vs { Deane No. 4

Morison Grantal

Entered pages 8314

J. A. Hyatt  
Clerk

Enter this

J. A. K.

Apr 5/83.

chd 13<sup>n</sup>

Henry J. Ferguson      Pff  
 vs.      } In Chy. Decree  
 Morison Green & others      Defts

This cause came on this day to be again further heard  
 on the papers formerly read, and the report of Receiver Morgan  
 filed in the cause on the 20<sup>th</sup> day of Oct 1881 & was  
 argued <sup>by</sup> Counsel. And said receiver's report being unaccepted  
 to. on consideration whereof It is adjudged ordered and decreed  
 that said report be and the same is hereby confirmed, and  
 there being no cause shown, why the tract of land in  
 the bill mentioned which was conveyed to Morison  
 Green by his father James Green should not be sold  
 to pay such liens as may be ascertained to be due and  
 owing by him. It is therefore further adjudged ordered &  
 decreed that the same be sold at public outcry to the  
 highest bidder at the door of the courthouse of Lee County  
 on some court day, on a credit of 6, 12 & 18 months time  
 with interest from day of sale. after the same shall have been  
 advertised for 30 days prior thereto showing the time, terms  
 and place of sale. And Jm<sup>r</sup> T. Orr is appointed a  
 commissioner to make this sale, who will make report  
 to the court of his action under this decree. And by consent  
 of parties, it is further ordered that the tract of land conveyed  
 to Morison Green by Andrew Milburne the title to which is now  
 in controversy in this suit, be again rented out by receiver Morgan,  
 for one year from the former renting, taking bond for the price  
 it may bring <sup>with good security</sup> payable to himself as receiver. payable at the  
 end of the year. He will report his action to the court, and  
 the cause is continued.

H. J. Ferguson

as { Decree No. 3

Morison Green & al.

To be entered March Term 1882

Enter

J. S. K.

Sept 7/82

Henry T. Ferguson Guardian of the Property  
28- 3 In Chcy.  
Morrison Green et als Defts

This cause came on this 29<sup>th</sup> day  
of August 1881, to be ~~heard~~ again heard upon  
the papers formerly read in the cause and  
the motion of the Plaintiffs made in open  
Court for the appointment of a receiver to  
take charge of and rent the lands in the  
bill and proceeding in <sup>the</sup> cause mentioned  
and was argued by Counsel

On consideration whereof, it appearing  
to the Court to be necessary it is adjudged  
ordered and decreed That Henry Morgan  
who is hereby appointed a ~~commissioner~~ <sup>Receiver</sup>  
for the purpose do take charge of and  
rent for the period of one year the lands  
in the bill mentioned, said renting shall  
be made at the Court house door on some  
Court day, to the highest bidder on  
a credit of 12 Months, he will take  
for said rent a note payable to himself  
as receiver with good personal security



Henry T. Ferguson

Pff

vs

Morison Green & others

Defts

} In Chy

This cause came on to be heard this day on the bill of the Pff and exhibits therewith the petition of William A. Orr trustee the petition of Mary E. Johnson Margaret Green Charles Green Wright Green James Green by their next friend George S. Worley - and the bill taken fees confessed as to the other debts and was argued by counsel, on consideration of all which it appears <sup>to the court</sup> that the matter sought to be set up by the petition of said infants, is matter proper for a cross bill, leave <sup>is</sup> therefore granted said petitioners to file their cross bill in the cause. And it further appearing that an account is necessary in the cause in order to ascertain the amounts of debts which operate as liens on the land sought by the plaintiffs bill to be sold, It is adjudged ordered and decreed that Com. J. H. Orr take an account of all liens on the said lands whether by judgment deed of trust, Mortgage or otherwise which are valid and subsisting showing the separate amount of each, to whom due have incurred and the priority thereof. He will report his action to the court together with any matter deemed pertinent by himself or required by any of the parties (the cause is continued)

Henry T. Ferguson

as { Decm No. 1

Marion Green vol.

Entered Page 199

John C. Orr, D.C.

Enter  
J. C. O.  
Apr 7/81

Henry T. Ferguson Guaranty Poff }  
1875. } In clay  
Morison Green & Others Defts }

I Henry T. Ferguson the Poff in the above styled Suit  
do swear that the debt Morison Green is justly indebted to me  
as I verily believe, in the sum of \$100.00 with legal interest thereon  
from the 15<sup>th</sup> day of January 1875. till paid, and that I believe I  
ought to recover in this Suit that sum with interest as aforesaid  
that I have present cause of action therefor against the said  
Morison Green, that said Morison Green is a non resident  
of the State of Virginia, and that he is the owner of real estate  
as I verily believe lying and being in the County of Lee &  
State of Virginia. So help me God.

H. T. Ferguson

Subscribed and sworn to before me

the 22 day of June 1880.

Henry J. Marguliant.

Henry J. Ferguson

as } Affd. for Attachment

Merison Green & al

Henry J. Ferguson Guardian

vs

Morrison Green et al

} Leo Cely

To the Hon. John A. Kelley, Judge of the Circuit Court of Lee County. Your Commission has been to report; that, after having advertised pursuant to the terms of your Honors decree he sold the land decreed to be sold by him at the front door of the Court-house of Lee County on the 16th day of January 1883, to John Hall (he being the highest-bidder) at the price of \$241.00 on a credit of 6, 12 & 18 months time; that he took the said hall's note for \$12.00; his Commissions, and that he took his note also for the deferred payments with James Worley security for \$228<sup>75</sup>, with interest from date, waiving the homestead. Your Commission thinks that this is a sale that should be confirmed.

Respectfully Submitted.

H. J. Ferguson J. Court.

H. T. Ferguson Executor  
vs J. Report of Sale  
Morrison from estate  
Sale note filed

Filed January 19<sup>th</sup> 1883  
J. A. Hyatt  
Clerk

Confirmed March Term 1883

Henry J. Ferguson      Plff }  
vs } In Chancery  
Morgan Goen & others      Defts }

To the Hon John H. Kelly Judge of the Circuit  
Court of Lee County Virginia

Pursuant to a decree entered in the above styled  
cause on the 7<sup>th</sup> day of Sept 1882 I proceeded after  
advertising the same as directed by said Decree at the  
door of the court house of Lee County on the 19<sup>th</sup> day  
of Oct 1882 to lease or rent for one year commencing  
January 1<sup>st</sup> 1883 <sup>to the highest bidder</sup> the tract of land conveyed by Andrew  
Melbourne to the deft. Morgan Goen when one  
Henry Daugherty offered therefor the sum of \$65.00  
and that being the best bid offered said Daugherty  
became the lessee at that price, and therefore  
said Daugherty with James Worley & Isaac  
Daugherty his surety executed to me as receiver their  
bond for said sum due and payable in twelve  
months

The land so leased brought a fair price, although  
it is ten dollars less than it brought the last year

The said bond is herewith filed marked (B) and  
the sureties therein are believed to be good

All which is submitted

Henry J. Morgan Receiver

Henry J. Ferguson

vs. 3 Cont. Defects No. 2

Moisan Green et al

Filed March 1<sup>st</sup> 1883.

J. A. Hyatt  
Clerk

Conferred March 1<sup>st</sup> 1883.

Henry T. Ferguson Plff

against

J. S. Hall

Morrisson Greene et al Defs

To the Hon. John A. Kelly, Judge  
of the Circuit Court of Lee County:

Your undersigned Special  
Commissioner in the above styled cause  
begs leave to report That he has fully  
collected the amount of the sale note  
of J. S. Hall for the land sold to him  
by your Commission amounting to  
two hundred and thirty two dollars and  
seventy five cents.

Your Commissioner further reports  
that he has disbursed the same as  
follows: Has paid M. D. Richmond  
on his lien fifty dollars, to Hunt & Shelbourn  
One hundred and three dollars and to  
A. L. Richmond on the debt to Hagan  
& Richmond Seventy five dollars.

This leaves a balance in your  
Commissioners hands of four dollars  
and seventy five cents which he retains  
upon the parties fee in this cause  
actually due and going to H. A. O. P.

Your Commissioner has executed and  
filed a deed conveying to J. S. Hall the  
land described in the pleadings of  
this cause and recommends its

Confirmation. The receipts for  
disbursements are filed with this report.

Respectfully Submitted

Sp. A. Orr,

Special Commissioner.

H. T. Ferguson Adm.

vs } Lewis final report

Morrison Greene et al

Filed Oct 27 - 1884

J. R. Gibson D. C.

Confirmed Mar 25/85

Receivers office Jonesville Va Oct. the 18<sup>th</sup> 1881.

Henry T. Ferguson

Deft

vs.

Morison Green & others

Defts

Inshamery

To the Hon John A. Kelly Judge of the Circuit Court of Lee County.

By your decree entered in this cause on the 29<sup>th</sup> day of Aug, 1881. I was directed to rent out the lands of Morison Green in the bill mentioned for one year and to collect the rents for the present year if any should be due and to report to you my action.

On making enquiry, I found that one J. P. Cox claimed that he had a debt due him from the said Green at the time the latter fled from the country, and that said Green had rented or leased to him the said land for two years commencing March 1<sup>st</sup> 1880. and that said lease will not expire until the 1<sup>st</sup> day of March 1882 and said J. P. Cox made an affidavit to that effect. which is filed herewith marked (A) Mr Cox also swears that after expiring said two years rent to the discharge of his claim against Green that there is still due him some \$27.00 or \$30.00 If Mr Cox held this land for these two years under a contract with said Green as claimed by him, and I have no reason to doubt that he did then I should think there was nothing due usent down to March 1<sup>st</sup> 1882. which I as receiver could legally demand.

After having advertised in the manner directed by said decree I proceeded on the 18<sup>th</sup> day of October 1881 that being county court day at the front door of the court House

to lease out to the highest bidder said tract of land from March 1- 1882 until the first day of January 1883. when one Henry Daugherty offered therefor the sum of \$75.<sup>00</sup> and that being the highest bid obtained for the same he became lessee thereof at that price, and the said Daugherty thereupon with James Morley and J. S. Daugherty his securities executed to me their bond due Jan'y 1- 1883 for said \$75. which is here with filed marked (B) The land I think brought a full and fair price and the lease ought as I think to be confirmed,

The original notice of this leasing which was posted at the court house door is herewith filed marked (C)

All which is respectfully submitted

Henry J. Morgan, Sheriff

Henry T. Ferguson  
as } Receiver's Report No 1  
Morrison, Oregon

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Filed, Oct 20 1884,  
J. H. Hyatt  
Clerk

Confirmed Sept 7 1882

Chd 132

J. P. Cox being duly Sworn Says that at the  
time Merison Green left this State he was indebted to  
him in the sum of about \$93.00 and that for the years  
1880 and 1881. he rented of said Green his tract of land  
lying on Powell's river for which he was to pay \$30.00 per  
year, and that after applying two years rent to the  
payment of his said claim, there is still due to him  
from said Green of about \$27.00 or \$30.00, to the truth of  
these statements I do swear so helps me God.

J. P. Cox

Sworn to before me by J. P. Cox.

this 22<sup>nd</sup> day of Nov. 1881.

Henry J. Morgan Com. Circuit Court Lee Co. Va.

J. P. Cox.  
affidants.

(A) with  
Recovers Report.

Office Land to Let

Henry T. Ferguson Secy & Poff.

vs.

(See 10th)

Morris Green vs. Thomas

D. H. S.

Pursuant to a decree entered in the above styled case on the 29th day of Augt. 1881 I did proceed to cause a tract of one year to the highest bidder at the bid of the Court House of Sec. County on the first day of the next Oct. Term of the County Court for the tract of land in the bill and proceedings mentioned.

The land here offered for lease is the ne. corner of the Morris Green farm, it lies on the main road from Powell's river and east of Jonesville about 5 miles and contains some 60 or 80 acres.

This land will be rented for a term of 12 months and the lessee will be required to give the land with approved security for the purchase money.

Henry T. Ferguson Secy & Poff.  
Sept. 17 1881.

(10)

Henry J. Ferguson

vs.

Morison Green & others

Plff

Def

In Chancery

To the Hon. John A. Kelly Judge of the Circuit  
Court of Lee County

The undersigned receiver begs leave to report,  
that about the 27 day of Decr. 1882 Henry W. Daugherty  
paid to him \$75.00 for rent due and payable Jan/83.  
being the first years rent. And he now asks the  
Court to direct by decree, to whom the same shall be  
paid. And your receiver is ready to comply therewith.

The renting thus paid for comprises the period from  
March 1<sup>st</sup> 1882 to Jan 1<sup>st</sup> 1883 as shown in my report  
filed in the cause Oct 20<sup>th</sup> 1881.

Respectfully Submitted.

Henry J. Morgan Receiver  
March 1883

H. J. Ferguson

vs { Receiver Report of money  
collected v. No. 1

Monson Green & Co

Filed March 10<sup>th</sup> 1883.

J. A. Hyatt  
Clerk

Conf. March Term 1883

& money directed to be

loaned by receiver until it  
shall appear who is entitled  
to the same.

Chd 132

Henry J. Ferguson      Peff  
vs      } In Chancery  
Morrison Green & others      Deft

To the Hon. John A. Kelly Judge of the circuit  
Court of Lee County Va.

Without any authority for so doing I as a receiver  
in this cause proceeded on the 15th day of Oct 1883 to  
rent out the land privately conveyed to Morrison Green  
by Andrew Milburn for the year commencing Jan<sup>y</sup>  
1884 and ending Dec<sup>r</sup> 31 1884, payable Oct 15 1884 but  
bearing interest from date. One Henry Daugherty  
agreed to pay for said land for said period the sum  
of Sixty five dollars upon condition of then getting  
possession of said land, and as that was a full  
and fair price for the same I agreed to let him  
have it on those terms, and to ask your Honor to  
approve and confirm my action in the premises

Respectfully Submitted.

Henry J. Morgan Receiver  
Oct 20th 1883

Henry T. Ferguson

vs { Receivers Report No 3

Morison Green et al

Filed in the cause Nov. 19, 1883.

J. A. Hyatt  
clerk

Henry J. Ferguson Plff }  
vs. } In Chy  
Merison Green & others Defts }

To the Hon John A. Kelly Judge of the circuit court  
of Lee County Virginia

Having advertised that I would do so. I as receiver in  
this cause proceeded on the 17 day of Feb 1885 that being  
county court day, at the front door of the court house  
to and from this day until Jan 1<sup>st</sup> 1886. The tract of land  
in the bill mentioned conveyed by A. Melburne to the  
deft Green at public outcry to the highest bidder when  
John B. Clauson offered therefor the sum of sixty dollars  
and that bid being the highest & best offer made, he  
became the owner thereof at that price, and he with  
Mr. R. Clauson his security thereupon executed to me  
as receiver their joint bond for \$60.00 bearing interest from  
date and payable Jan 1<sup>st</sup> 1886. which is herewith filed  
marked (A) All which is respectfully submitted.

Henry J. Ferguson Receiver  
Feb 17 - 1885

H. J. Ferguson

vs. { Revisors Report No. 4

Merison Green val.

Filed Feb 18 1885.

J. A. Hyatt C.C.

Confirmed Mar 25 1885

Henry J. Ferguson  
vs.

127.

Puff

In Love

Marion Green & others Defts

To the Hon John A. Kelly Judge of the  
Circuit Court of Lee County Va.

On the first day of Jan 1886 I as receiver  
in this cause again rented out the bond which  
has heretofore been rented in the cause to John B.  
Clawson for one year from said first of Jan 1886 to  
Jan 1<sup>st</sup> 1887 for the sum of fifty dollars with interest  
from Jan 1<sup>st</sup> 1886 and said Clawson with <sup>Wm</sup> Rufell  
Clawson as security executed to me the joint note  
for said sum of \$50.00 with int as aforesaid payable  
Jan 1<sup>st</sup> 1887 which is herewith filed marked (A)

Respectfully Submitted

Henry J. Morgan Russian

Henry J. Ferguson

as { Known Report No. 5 of meeting

~~Meigs~~ General

Filed March 8 1886

J. A. Hyatt & Co.

Confirmed Mar 1886  
No 8

Henry T. Ferguson      Piff  
vs.      } In lby  
Merrison Green & others      Defts

To the Hon H. S. K. Merrison Judge of the Circuit Court  
of Lee County Virginia

On the first day of January 1887, I again rented out  
the tract of land heretofore <sup>wanted to be</sup> rented out for one year, from Jan  
1st 1887 to Jan 1-1888 to W R. Clawson for the sum of \$50.00  
with interest from Jan 1 1887 and payable Jan 1-1888 and said  
W R. Clawson with John B. Clawson as security therefor  
gave me their joint bond for said sum payable to me as  
a receiver in this case and said bond is herewith filed marked  
(A) The security I think is good and the renting right as  
I think to be confirmed

Respectfully submitted

Henry J. Morgan Receiver

Jan 1-1887.

H. J. Ferguson

20 { Enclosure Refut. No. 6

Mission Green Cal

Filed July 1 - 1887.

J. A. S. Hyatt

Confirmed Aug Term 1887.

Henry J. Ferguson      Plff  
vs  
Merison Green      Defs      } In Chy

To the Hon H. S. K. Merison Judge of the Circuit Court  
of Lee County Virginia

The undersigned receiver again rented out the  
land in the bill mentioned from Jan'y 1 - 1888 to Jan'y 1 1889.  
to John Hall for the sum of \$45.00 with interest from  
March 1 - 1888 and payable Jan'y 1 1889. and said Hall  
with Daniel Hall as his surety thereupon executed  
their Ind. to me as receiver for said sum due as aforesaid

It respectfully submitted, March 1 1888

Henry J. Morgan Receiver

Henry T. Ferguson

25 { Review Report No. 7

Marion Green tal

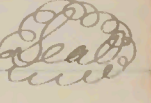
Filed Augt 20 1888

J. C. Hyatt c c

Conferred Sept 1888 by Deen  
No 10.

This Deed made this 6th day of March 1873  
between Andrew Melbourne and Christina  
his wife of Lee County State of Virginia of the  
one part and Morison Green of the County  
and State aforesaid of the other part. Wit-  
nesseth that the said Andrew Melbourne &  
Christina his wife for and in consideration  
of the sum of Five Hundred Dollars to him  
in hand paid hath bargained sold and Con-  
veyed unto the said Morison Green a cer-  
tain tract or parcel of land lying in the  
County of Lee and State of Virginia on the  
North side of Powell's River Containing 70  
acres more or less and bounded as follows  
to wit: Beginning at a white oak ash and  
locust on the north bank of Powell's River  
S 50 W 42 poles to a stake in the road thence  
N 75 W 14 poles to a stake thence S 17 E 26  
poles to a stake thence S 73 W 37 poles to  
a stake thence S 50 W 41 poles to Green's line  
thence with Green's line to the river thence  
with the meanderings of the same river  
to the beginning to have and to hold the  
said tract of land and its appurtenances  
unto the said Morison Green his heirs and  
assigns forever, to the sole use and behoof  
of him the said Morison Green his heirs and  
assigns forever, And the said Andrew Mel-  
bourne and Christina their heirs & Execu-

sons doth Covenant and agree with the said  
Merison Green his heirs and assigns that the  
said Andrew Milbourne and Christinah &  
their heirs the said parcel of land with its  
appurtenances to him the said Merison Green  
and his heirs forever will warrant and  
defend against all persons what soever in  
witness whereof the said Andrew Milbourne  
& Christinah his wife hath hereunto subscribed  
their names in the year 1873 and March the 6<sup>th</sup>  
day.

Andrew Milbourne 

Lee County Court Clerk's Office March 6<sup>th</sup> 1873.

The foregoing deed from Andrew Milbourne  
& Christinah his wife of the one part to Merison  
Green of the other part all of Lee County and  
State of Virginia was this day acknowledged  
before me by the said Andrew Milbourne to be  
his act and deed for the purposes therein men-  
tioned and the same is admitted to record.

Teste - Jm A. Orr D.C.

A Copy.

Teste - F. R. Stickley D.C.

Merion Green

{ Copy of  
From } Deed  
O }  
Andrew Milbourn

"Exhibit A"

fee for this copy  
.50¢

This Deed made the 6th day of May 1872  
Witnesseth that James Green and Mary his wife  
of the County of Lee and State of Virginia of  
the one part & Morrison Green and Vance Green  
of the other part of the County and State aforesaid  
have bargained, sold and delivered a certain  
tract or parcel of land for the consideration here  
in after set forth with the the metes and bounds  
of each ones part as here in after set forth ly-  
ing and being on the waters of Powell's River  
it being the same farm where James Green  
now lives containing One Hundred and Six  
teen acres by measurement the considerations  
to be set forth are the following, the said Mor-  
rison and Vance Green bind themselves each to  
pay half of the following sums that is to say,  
thirty bushels corn twelve bushels wheat, twelve  
dollars worth Coffee, Six hundred lbs pork, a  
sufficiency of good warm clothing & shoes to  
keep us the parties of the first part comfort-  
able these amounts are to be paid per year  
as long as either of the parties of the first part  
shall live, the metes and bounds of Vance  
Green's part are the following to wit: Begin-  
ning one rod eastward of a Spruce pine  
now dead, & two beeches & one Sugar tree on a  
a rock on the North bank of Powell's River. S 88  
W 1 pole to said pine beeches & sugar tree then  
down the River S 38 W 53 poles to a stake in a

Spring branch near its mouth then up said branch  
N  $2\frac{1}{2}$  W 8 poles to a stake in said branch N  $55\frac{1}{2}$   
W 12 poles to a stake on the bank a little west  
of the head of said Spring. N  $14\frac{1}{2}$  W 4 poles to a  
stake in a gully N  $54\frac{1}{2}$  W 31 poles to a large  
white oak in ~~the~~ hollow a corner to Woolivers  
land & with the same N  $15\frac{1}{2}$  W  $78\frac{3}{4}$  poles to a  
stake in a hollow north east corner to Mary  
Woolivers tract S 78 E 120 poles to a chestnut  
on a western slope of hill S  $2\frac{1}{2}$  W 92 poles  
to the beginning. We James Green and Mary  
his wife reserve to ourselves the dwelling room  
where we now live until we die & then it falls  
to Vance Green. The metes & bounds of Morrison  
Green's share are the following to wit: Begin-  
ning at a stake corner to Mary Woolivers &  
Vance Greens land thence N  $23\frac{1}{4}$  W  $74\frac{1}{2}$  poles  
poles to scrub oaks on the south side of the  
Hincastle road then with the meanders of said  
road N 71 E  $11\frac{1}{2}$  poles to a stake. N 60 E  $9\frac{1}{2}$  poles  
to stake N 77 E 13 poles to a stake. N  $86\frac{1}{2}$  E  
14 poles to a stake. S  $63\frac{1}{2}$  E 11 poles to a stake  
S 44 E 17 poles to a stake E  $62\frac{1}{2}$  E 28 poles to  
stake S 76 E  $28\frac{1}{2}$  poles to stake on the south  
side of Hincastle road thence S  $2\frac{1}{2}$  W 70 poles  
to a chestnut corner to Vance Greens land  
& with a line thereof N 78 W 120 poles to the  
beginning. Now if either Vance Green or Mor-  
rison Green shall fail to pay their half of

the above named, same the share of land designated in this deed belonging to said defaulter shall return to the said James Green & Mary his wife the parties of the first part, the said James Green and Mary his wife will warrant & defend against the claims of any and all persons. In testimony whereof we hereunto set our names and affix our seals this day and year above written.

James <sup>his</sup> Green,  
Mary <sup>mark</sup> Green

Seal  
Seal

Virginia, Lee County, to wit, June 9th 1874.

The foregoing deed from James Green and Mary Green his wife of the one part to James Green & Miriam Green of the other part, all of Lee County Virginia was this day acknowledged before me by the said James Green and Mary his wife to be their act and deed for the purposes therein mentioned and the said Mary Green being examined by me privately separate and apart from her said husband and having the deed aforesaid fully explained to her acknowledged that she had willingly signed and executed the same and wished not to retract it and said deed is admitted to records.

Teste James W. Orr Clerk.

A Copy. Teste - F. R. Thickley D. C.

40  
50  
60  
83.50

Jacob Hall now  
owns Morrison Greens  
share

Vance & Morrison Green  
a copy of  
of Deed  
James Green & wife

"Exhibit B"

Clarks fee for this  
Copy .90¢

This Deed made this 20th day of December 1879 between Morison Green & Mary E. Green his wife of the first part and David Miller Trustee of the second part all of Lee County Virginia Witnesseth that whereas the said Morison Green of the of the first part is now confined in the jail of Lee County upon a charge of felony and being desirous of giving bond in the penalty of Three Hundred Dollars. Conditioned to appear and abide the orders of the County Court where an indictment shall be preferred against him and having employed the services of Hagan & Pridemore in that behalf and being desirous to secure their fees, therefore in consideration of the premises as well as the sum of One Dollar to them in hand paid, the parties grant, bargain, sell and convey unto the parties of the second part a certain tract or parcel of land whereon he the said Morison Green now resides. Property described in a deed executed by Andrew Milbourne to him now of record in the Clerk's office of Lee County Virginia to which reference is here made and also One certain other tract or parcel of land situated in said County of Lee and properly described in a deed of James Green to the said Morison Green and Vance L. Green now of record in the Clerk's office of Lee County to which

reference is now here made for specific metes and bounds. I trust nevertheless to secure to Hagan & Pridemore first the sum of Fifty Dollars due and payable by note this day Executed due One day after date and secondly, to secure and save harmless the said Vance C. Green and James Green his sureties for his appearance to answer to said indictment when made against him Now if said Morism Green shall well and truly pay the said Hagan & Pridemore the said sum of Fifty Dollars and on or by the first day of January 1881 pay and discharge the bond aforesaid or appear & answer the indictment preferred against him then this Deed shall be null and void and the Trustee herein shall re-convey the same but unless these terms herein specified shall be paid & discharged as herein provided and the said Morism Green appear and answer the said indictment or pay the penalty of said bond according to the Consideration thereof then it shall be lawful for the said Trustees after advertising said land for thirty days upon the Court House door of Lee County to proceed to sell for ready Cash the said land herein Conveyed or so much thereof as may be necessary to pay the sum as herein provided, & pay first the debt due Hagan &

Ordemore And then the sum or sums for which said securities are or maybe held liable. The said Trustee will first sell the place whereon the said Morison Green now resides & secondly the other tract herein before described. Witness the following signatures and seals, this the day & year first above written.

Morison Green Seal

Mollie E. Green Seal

State of Virginia, County of Lee, to wit:

I, John B. West, a Notary Public, for the County aforesaid in the State of Virginia do Certify that Morison Green and Mary E. Green whose names are signed to the foregoing writing bearing date on the 20th day of December 1879 have acknowledged the same before me in my County aforesaid to be their act and deed for the purposes therein mentioned & the said Mary E. wife of Morison Green aforesaid being examined by me privily and apart from her said husband and having the writing aforesaid fully explained to her she the said Mary E. Green acknowledged the said writing to be her act & declared that she had willingly executed the same & does not wish to retract it. Given

under my hand this 20th day of De-  
cember A.D. 1879.

John B. West, N.P.

Virginia Lee County Court Clerk's Office Dec. 23/79.

The foregoing deed from Morison  
Green & wife of the one part to David  
Miller Trustee of the other part all of  
Lee County Virginia was this day ad-  
mitted to record upon the Certificate  
of John B. West a Notary Public in & for  
the County & State aforesaid.

Teste James W. Orr, Clerk

A Copy.

Teste F. R. Steukley D. C.

David Miller Trustee

Copy of  
from Deed

Morison Green & wife

A & P.

"Exhibit" to

Decr 20 & 23/79.

Fee for this Copy

90¢

This Deed made this the 22<sup>nd</sup> day of December  
1879 by and between Morison Green and Nellie E Green  
his wife of the first part and W<sup>m</sup> A. Orr Trustee of the  
second part, all of Lee County, State of Virginia  
Witnesseth: That for and in Consideration of the sum  
of One Dollar in hand paid the receipt whereof  
is hereby acknowledged & the further Consideration  
hereinafter named the parties of the first part doth  
grant, bargain, sell & convey to the party of the sec-  
ond part the following Real Estate lying and being  
in the County of Lee & State of Virginia One tract  
on the North side of Powells River near Milbourne  
Ford adjoining the Milbourne lands & the land of  
James Absher & others, it lying about five miles  
East of Jonesville, And the same land upon which  
the said parties of the first part now live, And the  
other tract is the lands upon which James Green now  
lives and was deeded to the said Morison Green  
by the said James Green father of the said Morison  
Green to which reference is had. To have and to hold  
to the said party of the second part forever with Cov-  
enants of general warranty, Nevertheless with the fol-  
lowing Conditions to wit: Whereas the said Morison  
Green is justly indebted to Hurst and Shelburne  
in the sum of \$144<sup>00</sup>, with interest thereon from  
Jan'y. 14<sup>th</sup> 1878 until paid evidenced by note  
bearing date Jan'y. 14<sup>th</sup> 1878 And in an account  
of about five Dollars, as to which account the

said Morism Green hereby waives the benefit  
of his homestead. Now if the said Morism Green  
shall well and truly pay the said indebtedness &  
costs of drawing & recording this deed & the said  
Trustees fee & commission on or before the 1<sup>st</sup>  
day of July 1880. then this deed shall be null  
and void otherwise it shall remain in full  
force & virtue & it shall become the duty of  
said Trustee to sell so much of the said real  
estate as may be necessary to pay said sums of  
money for cash at the front door of the Court House  
of Lee County on some Court day to the highest  
bidder after having advertised the time, terms  
& place of sale for at least 30 days by posting  
a written notice thereof at the front door of the  
Court House and 2 in the vicinity of the land  
Witness the following signature & Seal.

Morism Green Seal

Virginia, Lee County Court Clerk's Office Dec. 22<sup>nd</sup> 1879.

The foregoing deed from Morism Green of the one  
part to Wm. A. Orr Trustee of the other part both  
of Lee County Virginia was this day acknowledged  
before me by the said Morism Green to be his  
act & deed for the purposes therein mentioned  
and said deed is admitted to record.

A Copy. Test James W. Orr, Clerk  
Test J. R. Stuckley & Co.

Wm A. Ch. Trustee  
I Dec'd  
From } of Trust  
(Copy)  
Morison Green

H + S.

"D"

Decr 22<sup>nd</sup> 1879.

fee for this copy  
1.60<sup>¢</sup>

This Deed made this 23<sup>d</sup> day of December 1879 between Morison Green of the first part and A. L. Pridemore Trustee of the other part both of Lee County Virginia Witnesseth that whereas Francis Slagle was the security of the said Morison Green to George W. Harrett, the balance of which on this day amounts to the sum of \$101.82 and which said Slagle has this day paid to Chas. E. Hobbs the assignee of said Harrett and which said sum the said Green is desirous to secure; now therefore in consideration of the premises as well as the sum of One dollar to him in hand paid the said Morison Green doth this day grant bargain sell and convey unto the said A. L. Pridemore Trustee all the land owned by him the said Morison Green in the said County of Lee properly described in a deed of trust executed by said Green to David Miller Trustee bearing date the 20th day of December 1879, and now of record in the Clerk's Office of Lee County Va, to which reference is here made for more specific metes and bounds subject however to the trust and liability therein named & set forth and in trust to recover first to the said Francis Slagle in the sum of One hundred & one dollar & 82 cents

this paid by him as herein above set forth  
And secondly the sum of forty Dollars due  
as of this date. Now if said Green shall  
well and truly pay said sum of money  
and interest thereon from this date till  
paid on or before the first day of Jan'y.  
1880, then this deed to be void and the  
Trustee recover upon the payment to him  
of 8 per cent thereby secured. But unless  
then paid it shall be lawful for said Trustee  
after advertising the same at least  
30 days upon the Court House door of the  
County to sell for ready Cash said lands  
or so much thereof as may be necessary  
to pay said claims & costs of sale and  
the costs of drawing & recording this deed  
of trust. Witness the following signatures  
& seals this the day & year first above written.

Morism Green, Seal

Virginia, Lee County Court, Clerk's Office Dec. 23<sup>rd</sup> 1879.

The foregoing deed from Morism Green  
of the one part to A. L. Pridemore Trustee  
of the other part both of Lee County VA.,  
was this day acknowledged before me by the said  
Morism Green to be his act and deed for the purposes  
therein mentioned & said deed is admitted  
to record.

Teste James W. Orr Clerk

A Copy. Teste - J. R. Stickley D.C.

Decr 22 1877 M Green gave to Hurst &  
Shelburne a deed of trust to secure a debt  
of about \$1214. with Int from Jan'y 1878. At A. Orr  
Trustee

A. L. Bidemore Trustee.  
From } Copy of  
      } Deed of Trust  
Morrison Green

Exhibit E

Dec 23<sup>rd</sup> 1879.

Fee for this Copy  
1.60<sup>¢</sup>

\$228.75 We hereby bind ourselves to pay  
Wm. T. Orr Special Commissioner  
in the Chancery Cause of Henry  
T. Ferguson, Guardian &c against  
Morrison Gunn & others now  
pending in the Circuit Court of  
Lin County, Ga, with interest  
from date, <sup>of the sum of \$228.75</sup> in equal installments  
of six, twelve and eighteen  
months time, and we hereby  
waive our homestead as to this  
note. Witness our hands and  
seals this January 16th 1883.

John D. Hall  
James Worley (Security)

Lead

Lead

John Hall T  
James Cronley  
of Note #228 L<sup>5</sup>  
Court Orr, Court.

1883. Aug 16<sup>th</sup> By Receipt  
of Hurst & Shelburne  
presented by John S  
Hall for \$70<sup>00</sup> on  
their debt. which is cred-  
ited on first installment.

Sept 18<sup>th</sup> 1883, A. L. Bridmore  
having this day receipted  
me for the sum of seventy  
five dollars on the debt  
of Hagant Bridmore and  
H. Blagat vs Green the  
same is credited on the  
within note.

Wm A Orr. Cmr.  
By James W Orr.

1883 Sept 18<sup>th</sup> By Receipt  
of Hurst & Shelburne \$33<sup>00</sup>

1883 Sept. 18<sup>th</sup> By Receipt of  
Mr. L. Richmond \$50<sup>00</sup>

1883 Sept. 18<sup>th</sup> By Cash \$42<sup>50</sup>

Received of Hon A. Orr Special Commissioner  
in the Chancery Cause of H. T. Ferguson  
Guardian &c against Morrison Trust et al  
now pending in the Circuit Court of  
Lin County the sum of fifty (\$50<sup>00</sup>)  
dollars. This Oct. 18th 1884.

paid to me by A. S. Sprinkle

M. S. Richmond

Henry J. Ferguson Ind in  
as } in lry.

Morrison House Ind in

---

Wm. J. Richmond

as } Rept \$50.00

Wm. T. Orr come

---

Gims Mills Va  
Sept 17 1884

Recd, of H. L. Sprinkle Thirty-  
three dollars which is to be  
Credited on our debt against  
Morrison Green which is  
Secured by deed of trust  
Hurst & Shelburne

Mr. D. P. H. H. H. H. H.  
March 33

Q

Gions Mills Vt  
Aug 16 1888

Recd at the hands of  
S. E. Shelburn Seventy Dollars  
which is to be Credited on  
a debt we have against Mr.  
Morrison Green Secured  
by deed of trust  
Hurst & Shelburn

Shurt & Shelton

Recd. \$70.00

John S. Hall

Received of J. W. Orr, <sup>for Wm A. Orr Curr.</sup> Seventy-five dollars,  
a sufficient sum of which is to pay the debt  
of Hazard Prichard against Merisau Green and the  
remainder to be placed on the debt of Francis  
Slagle now assigned to me - Sept 18<sup>th</sup> 1853

A. L. Prichard

A. L. Pridemore

Lo { Recd \$75-00

Wm A Orr Comr.

---

$$\begin{array}{r}
 431 \\
 25- \\
 250 \\
 \hline
 70 \\
 7.76
 \end{array}$$

$$\begin{array}{r}
 4000 \\
 7.76 \\
 \hline
 32.24
 \end{array}$$

$$\begin{array}{r}
 564484 \\
 10 \\
 \hline
 564484 \quad 5644840 \\
 56448 \\
 \hline
 8030
 \end{array}$$

$$\begin{array}{r}
 150 \\
 142 \\
 \hline
 292. \\
 29 \\
 \hline
 263.
 \end{array}$$

Orville

Calculation  
of Halls Note

228-95-  
3 1/2

586.85  
114.47 1/2

8.01-22 1/2 Feb 8 mos

238.94 amt - Aug 18/83

75.00 Cr " " "

161.94 bal. " " "

.80 Feb 18/83

162.74 amt " " "

75.00 Cr " " "

87.74 bal. " " "

83.00

4.74 bal. dues from  
to be pd cash

after Richardson  
open T. H. Sheldons  
N 303 -

# THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF LEE COUNTY—GREETING,

We Command you to Summon

*Horison Green, James Green &  
Mary Green his wife, Vance Green, Patrick Hagan,  
A. L. Pridemore, David Miller, Wm S. Hurch,  
Lucius Shelburne, Wm A. Orr, France Stagle, Mary Chand-  
ler, John A. Chandler, and James Worley.*

To appear at the Clerk's Office of the Circuit Court of Lee county, at the Court-House, on the first Monday in  
next, being rule, to answer a bill in Chancery, exhibited in our said Court against *them*

*July*  
by

*Henry J. Ferguson, Guardian &c,*

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Court-House, this *25<sup>th</sup>* day  
of *June* 18 *80*, in the 10<sup>th</sup> year of the Commonwealth.

*J. R. Stickley D.,* Clerk.

1 A & M

<sup>Guardian &c</sup>  
Henry T. Ferguson,

or Spain Chy.

Morison Greenstals

July Rules 1880

Executed on all  
the parties but John  
A. & Mary Chandler

F. Miles Dd.

for S S Ely, S C.

I have executed the  
Order of attachment  
hereon endorsed by con-  
veying on the land in said  
Order mentioned.

F. Miles Dd.

for S S Ely, S C.

The proper Officer having been  
filed, the Officer executing this writ  
is ordered to attach the real Estate  
of said Morison Green mentioned in  
the bill, and such Estate so attached to  
secure & so provide that the same may  
be forth coming & liable to future orders  
of the Court.

W. D. Ottobry D. Clerk

# THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF LEE COUNTY—GREETING,

We Command you to Summon

*Merism Green, James Green & Mary Green, his wife, Vance Green Patrick Hagood, A. L. Pride-  
more, David Miller, William E. Hurst, Lucius  
Shelburne, William A. Orr, Grace, Elgie Mary  
Chandler, John A. Chandler & James Worley.*

To appear at the Clerk's Office of the Circuit Court of Lee county, at the Court-House, on the first Monday in *Sept.*  
next, being rule, to answer a bill in Chancery, exhibited in our said Court against *them* by

*Wm J. Ferguson, Guardian &c*

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Court-House, this *28* day  
of *July* 1880, in the 105<sup>th</sup> year of the Commonwealth.

*J. R. Stickley, D., Clerk.*

P 500

148 m.

7.00  
6.00

A. T. Ferguson, <sup>or</sup> Quan

vs } Spa in Chy.

Morison Green et als

Sept Rules 1880

Executed Aug 23<sup>rd</sup> 1880.

H. Miles D. S.  
for T. S. Ely. S. L. C.

36

36

36

30

36

40

\$2.14

The proper officer has not been made  
of record, the officer executing this writ

Standing No. 371

-IN-

# LEE CIRCUIT COURT.

| Plffs<br>ATTY. |                         | Def'ts<br>ATTY. |
|----------------|-------------------------|-----------------|
| <i>Mr. 20</i>  | <i>Ferguson Henry</i>   |                 |
|                | <i>3 years</i>          |                 |
| Plffs costs.   |                         | Def'ts costs.   |
| \$ .....       | <i>vs. { Bill in</i>    | \$ .....        |
| .....          | <i>{ Chancery</i>       |                 |
| .....          | <i>Morrissey Greene</i> |                 |
| .....          | <i>3 years</i>          |                 |
| .....          |                         |                 |
| .....          |                         |                 |
| .....          |                         |                 |
| Total \$       |                         | \$ .....        |

Reference Docket... Page 22 Line 25

1st calling.....Term 188.....

Decided.....Term 188.....

371